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Attorney for Plaintiff,
 ALYSSA DELEON

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

M.W., by and through her Guardian Ad
 Litem, RACHEL DELEON; and
 ALYSSA DELEON, individually,

 Plaintiff,

v.

COUNTY OF LOS ANGELES, a
 municipality; LOS ANGELES
 COUNTY SHERIFF'S
 DEPARTMENT, a public entity;
 ALEJANDRO VILLANEUVA, an
 individual; DOE DEPUTY 1, an
 individual, and DOES 1-10, inclusive,

 Defendants.

CASE NO.: 2:23-cv-03507-FLA-MAA
*[Assigned to Judge Fernando L. Aenlle-
 Rocha; Referred to Magistrate Judge
 Maria A. Audero]*

DISCOVERY MATTER

**~~[PROPOSED]~~ STIPULATED
 PROTECTIVE ORDER**

Action Filed: May 8, 2023

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or

1 responses to discovery and that the protection it affords from public disclosure and
 2 use extends only to the limited information or items that are entitled to confidential
 3 treatment under the applicable legal principles. The parties further acknowledge, as
 4 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
 5 them to file confidential information under seal; Local Rule 79-5 sets forth the
 6 procedures that must be followed and the standards that will be applied when a party
 7 seeks permission from the Court to file material under seal.

8 **2. GOOD CAUSE STATEMENT**

9 Plaintiffs and the individual Defendants may produce certain documents in this
 10 case that contain personal medical, employment or financial information. Such
 11 information may implicate the privacy interests of the party and are properly
 12 protected through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v.*
 13 *Rhinehart*, 467 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express
 14 purposes the protection of a ‘party or person from annoyance, embarrassment,
 15 oppression or undue burden or expense.’ Although the Rule contains no specific
 16 reference to privacy or to other rights or interests that may be implicated, such
 17 matters are implicit in the broad purpose and language of the Rule.”); *Soto v. City of*
 18 *Concord*, 162 F.R.D. 603, 617 (N.D. Cal. 1995) (a party’s privacy rights are to be
 19 protected through a “carefully crafted protective order.”).

20 As Plaintiffs are seeking and Defendants may produce, among other things,
 21 internal, security sensitive, third party and law enforcement private and confidential
 22 information, administrative, personnel and institutional documents, which contain
 23 sensitive information that the County of Los Angeles believes need special protection
 24 from public disclosure. The documents identified in this Protective Order, which
 25 Defendants believe in good faith constitute or embody confidential information which
 26 the County of Los Angeles maintains as strictly confidential and are otherwise
 27 generally unavailable to the public, or which may be privileged or otherwise protected
 28 from disclosure under state or federal statutes, court rules, case decisions, or common

law, are therefore entitled to heightened protection from disclosure.

3. **DEFINITIONS**

3.1. Action: *[This pending federal lawsuit.] [Alternatively, this definition may include consolidated or related actions.]*

3.2. Challenging Party: A Party or Nonparty that challenges the designation of information or items under this Stipulated Protective Order.

3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as their support staff).

3.5. Designating Party: A Party or Nonparty that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3.6. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that is produced or generated in disclosures or responses to discovery in this matter.

3.7. Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

3.8. In-House Counsel: Attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

3.9. Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

3.10. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.11. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14. Protected Material: Any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

3.15. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

4. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Stipulated Protective Order does not govern the use of Protected Material at trial.

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1 **5. DURATION**

2 Once a case proceeds to trial, all of the information that was designated as
 3 confidential or maintained pursuant to this Stipulated Protective Order becomes
 4 public and presumptively will be available to all members of the public, including the
 5 press, unless compelling reasons supported by specific factual findings to proceed
 6 otherwise are made to the trial judge in advance of the trial. *See Kamakana v. City*
 7 *and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing
 8 “good cause” showing for sealing documents produced in discovery from
 9 “compelling reasons” standard when merits-related documents are part of court
 10 record). Accordingly, the terms of this Stipulated Protective Order do not extend
 11 beyond the commencement of the trial.

12 **6. DESIGNATING PROTECTED MATERIAL**

13 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

14 Each Party or Nonparty that designates information or items for protection
 15 under this Stipulated Protective Order must take care to limit any such
 16 designation to specific material that qualifies under the appropriate
 17 standards. The Designating Party must designate for protection only those
 18 parts of material, documents, items, or oral or written communications that
 19 qualify so that other portions of the material, documents, items, or
 20 communications for which protection is not warranted are not swept
 21 unjustifiably within the ambit of this Stipulated Protective Order.

22 Mass, indiscriminate, or routinized designations are prohibited.
 23 Designations that are shown to be clearly unjustified or that have been made
 24 for an improper purpose (e.g., to unnecessarily encumber the case
 25 development process or to impose unnecessary expenses and burdens on
 26 other parties) may expose the Designating Party to sanctions.

27 **6.2. Manner and Timing of Designations.**

1 Except as otherwise provided in this Stipulated Protective Order (see,
2 e.g., Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or
3 Discovery Material that qualifies for protection under this Stipulated
4 Protective Order must be clearly so designated before the material is
5 disclosed or produced.

6 Designation in conformity with this Stipulated Protective Order requires
7 the following:

- 8 (a) For information in documentary form (e.g., paper or electronic documents,
9 but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” to each page that contains protected material. If only a
12 portion or portions of the material on a page qualifies for protection, the
13 Producing Party also must clearly identify the protected portion(s) (e.g., by
14 making appropriate markings in the margins).

15 A Party or Nonparty that makes original documents available for
16 inspection need not designate them for protection until after the inspecting
17 Party has indicated which documents it would like copied and produced.
18 During the inspection and before the designation, all of the material made
19 available for inspection shall be deemed “CONFIDENTIAL.” After the
20 inspecting Party has identified the documents it wants copied and produced,
21 the Producing Party must determine which documents, or portions thereof,
22 qualify for protection under this Stipulated Protective Order. Then, before
23 producing the specified documents, the Producing Party must affix the
24 legend “CONFIDENTIAL” to each page that contains Protected Material. If
25 only a portion or portions of the material on a page qualifies for protection,
26 the Producing Party also must clearly identify the protected portion(s) (e.g.,
27 by making appropriate markings in the margins). Markings added to
28

documents pursuant to this paragraph shall not obscure the content or text of the documents produced.

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony. The court reporter must affix to each such transcript page containing Protected Material the “CONFIDENTIAL legend”, as instructed by the Designating Party.

(c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3. Inadvertent Failure to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

6.4. Privilege Logs.

If a party withholds information that is responsive to a discovery request by claiming that it is privileged or otherwise protected from discovery, that party shall promptly prepare and provide a privilege log that is sufficiently detailed and informative for the opposing party to assess whether a document's designation as privileged is justified. *See* Fed. R. Civ. P. 26(b)(5). The privilege log shall set forth the privilege relied upon and specify separately for each document or for each category of similarly situated documents:

- (a) the title and description of the document, including number of pages or Bates- number range;
- (b) the subject matter addressed in the document;
- (c) the identity and position of its author(s);
- (d) the identity and position of all addressees and recipients;
- (e) the date the document was prepared and, if different, the date(s) on which it was sent to or shared with persons other than its author(s); and
- (f) the specific basis for the claim that the document is privileged and protected.

Communications involving counsel that post-date the filing of the complaint need not be placed on a privilege log.

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7.1. Timing of Challenges.

Any Party or Nonparty may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

7.2. Meet and Confer.

The Challenging Party shall initiate the dispute resolution process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's Procedures ("Mandatory Telephonic Conference for Discovery Disputes").¹

7.3. Failing to Meet and Confer

Failing informal resolution between parties, the Designating Party may file and serve a Motion for a Protective Order with the Court strictly pursuant to Local Rule 37, including the Joint Stipulation Procedure. The parties agree that if the Motion for Protective Order is filed within 21 days of the written challenge (subject to extension upon agreement of the Parties), the Material will retain its original designation until

¹ Judge Audero's Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>

1 the Court rules on the Motion for a Protective Order. If the Designating Party does
2 not file a motion within the 21-day period following a challenge, the material is no
3 longer designated as CONFIDENTIAL INFORMATION for purposes of this
4 Stipulation, but that change in designation does not bar the Producing Party from
5 subsequently filing a motion for a protective order.

6 7.4. Burden of Persuasion.

7 The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
10 parties) may expose the Challenging Party to sanctions. Unless the
11 Designating Party has waived or withdrawn the confidentiality designation, all
12 parties shall continue to afford the material in question the level of protection
13 to which it is entitled under the Producing Party's designation until the Court
14 rules on the challenge.

15 7.5. Withdrawal of "CONFIDENTIAL" Designation.

16 At its discretion, a Designating Party may remove Protected Material from some
17 or all of the protections and provisions of this Stipulated Protective Order at any time
18 by any of the following methods:

19 (a) Express Written Withdrawal. A Designating Party may withdraw a
20 "CONFIDENTIAL" designation made to any specified Protected Material from some
21 or all of the protections of this Stipulated Protective Order by an express withdrawal in
22 writing signed by the Designating Party or Designating Party's counsel (but not
23 including staff of such counsel) that specifies and itemizes the Disclosure or Discovery
24 Material previously designated as Protected Material that shall not longer be subject to
25 some or all of the provisions of this Stipulated Protective Order. Such express
26 withdrawal shall be effective when transmitted or served upon the Receiving Party. If
27 a Designating Party is withdrawing Protected Material from only some of the
28 provisions/protections of this Stipulated Protective Order, the Designating Party must

1 state which specific provisions are no longer to be enforced as to the specified material
 2 for which confidentiality protection hereunder is withdrawn: otherwise, such
 3 withdrawal shall be construed as a withdrawal of such material from all of the
 4 protections/provisions of this Stipulated Protective Order;

5 (b) Express Withdrawal on the Record. A Designating Party may withdraw
 6 a “CONFIDENTIAL” designation made to any specified Protected Material from all
 7 of the provisions/protections of this Stipulated Protective Order by verbally consenting
 8 in court proceedings on the record to such withdrawal – provided that such withdrawal
 9 specifies the Disclosure or Discovery Material previously designated as Protected
 10 Material shall no longer be subject to any of the provisions of this Stipulation and
 11 Order;

12 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
 13 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
 14 designation made to any specified Protected Material from all of the
 15 provisions/protections of this Stipulated Protective Order by either (1) making such
 16 Protected Material part of the public record – including but not limited to attaching
 17 such as exhibits to any filing with the court without moving, prior to such filing, for
 18 the court to seal such records; or (2) failing to timely oppose a Challenging Party’s
 19 motion to remove a “CONFIDENTIAL” designation to specified Protected Material.

20 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

21 **8.1. Basic Principles.**

22 A Receiving Party may use Protected Material that is disclosed or
 23 produced by another Party or by a Nonparty in connection with this Action
 24 only for prosecuting, defending, or attempting to settle this Action. Such
 25 Protected Material may be disclosed only to the categories of persons and
 26 under the conditions described in this Stipulated Protective Order. When the
 27 Action reaches a final disposition, a Receiving Party must comply with the
 28 provisions of Section 14 below.

1 Protected Material must be stored and maintained by a Receiving Party
2 at a location and in a secure manner that ensures that access is limited to the
3 persons authorized under this Stipulated Protective Order.

4 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

5 Unless otherwise ordered by the Court or permitted in writing by the
6 Designating Party, a Receiving Party may disclose any information or item
7 designated “CONFIDENTIAL” only to:

- 8 (a) The Receiving Party’s Outside Counsel of Record, as well as employees of
9 said Outside Counsel of Record to whom it is reasonably necessary to
10 disclose the information for this Action;
- 11 (b) The officers, directors, and employees (including In-House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this
13 Action;
- 14 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary
15 for this Action and who have signed the “Acknowledgment and
16 Agreement to Be Bound” (Exhibit A);
- 17 (d) The Court and its personnel;
- 18 (e) Court reporters and their staff;
- 19 (f) Professional jury or trial consultants, mock jurors, and Professional
20 Vendors to whom disclosure is reasonably necessary or this Action and
21 who have signed the “Acknowledgment and Agreement to be Bound”
22 (Exhibit A);
- 23 (g) The author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the
25 information;
- 26 (h) During their depositions, witnesses, and attorneys for witnesses, in the
27 Action to whom disclosure is reasonably necessary provided: (i) the
28 deposing party requests that the witness sign the “Acknowledgment and

Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking
 2 protection in that court of its confidential material and nothing in these provisions
 3 should be construed as authorizing or encouraging a Receiving Party in this Action to
 4 disobey a lawful directive from another court.

5 **10.A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 6 **PRODUCED IN THIS LITIGATION**

7 10.1. Application.

8 The terms of this Stipulated Protective Order are applicable to
 9 information produced by a Nonparty in this Action and designated as
 10 “CONFIDENTIAL.” Such information produced by Nonparties in connection
 11 with this litigation is protected by the remedies and relief provided by this
 12 Stipulated Protective Order. Nothing in these provisions should be construed
 13 as prohibiting a Nonparty from seeking additional protections.

14 10.2. Notification.

15 In the event that a Party is required, by a valid discovery request, to
 16 produce a Nonparty’s confidential information in its possession, and the Party
 17 is subject to an agreement with the Nonparty not to produce the Nonparty’s
 18 confidential information, then the Party shall:

- 19 (a) Promptly notify in writing the Requesting Party and the Nonparty that some
 20 or all of the information requested is subject to a confidentiality agreement
 21 with a Nonparty;
 22 (b) Promptly provide the Nonparty with a copy of the Stipulated Protective
 23 Order in this Action, the relevant discovery request(s), and a reasonably
 24 specific description of the information requested; and
 25 (c) Make the information requested available for inspection by the Nonparty, if
 26 requested.

27 10.3. Conditions of Production.
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1 If the Nonparty fails to seek a protective order from this Court within
2 fourteen (14) days after receiving the notice and accompanying information,
3 the Receiving Party may produce the Nonparty's confidential information
4 responsive to the discovery request. If the Nonparty timely seeks a protective
5 order, the Receiving Party shall not produce any information in its possession
6 or control that is subject to the confidentiality agreement with the Nonparty
7 before a determination by the Court. Absent a court order to the contrary, the
8 Nonparty shall bear the burden and expense of seeking protection in this Court
9 of its Protected Material.

10 **11.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
14 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
15 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
16 persons to whom unauthorized disclosures were made of all the terms of this
17 Stipulated Protective Order, and (4) request such person or persons to execute the
18 "Acknowledgment and Agreement to be Bound" (Exhibit A).

19 **12.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 20 **PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection,
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
25 may be established in an e-discovery order that provides for production without prior
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
27 parties reach an agreement on the effect of disclosure of a communication or
28 information covered by the attorney-client privilege or work product protection, the

parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

13.MISCELLANEOUS

13.1. Right to Further Relief.

Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the Court in the future.

13.2. Right to Assert Other Objections.

By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

13.3. Filing Protected Material.

A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

14.FINAL DISPOSITION

After the final disposition of this Action, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to

the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set forth in Section 5.

15.VIOLATION

Any violation of this Stipulated Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: December 18, 2023

**LAW OFFICES OF CHRISTIAN CONTRERAS
A PROFESSIONAL LAW CORPORATION**

By: _____
CHRISTIAN CONTRERAS²
Attorney for Plaintiff,
ALYSSA DELEON

Dated: December 18, 2023

GASTÉLUM LAW, APC

By: _____
DENISSE GASTÉLUM, ESQ.
Attorney for Plaintiff,
M.W., by and through her Guardian Ad
Litem, RACHEL DELEON

² Pursuant to the local rules, I affirm that all other signatories herein authorized the instant filing.

1 DATED: **December 18, 2023** COLLINSON, DAEHNKE, INLOW & GRECO

2 By:

3 /s/ Laura Inlow

4 Laura E. Inlow, Esq.

5 Lenore C. Kelly, Esq.

6 Attorneys for Defendants, COUNTY OF

7 LOS ANGELES and LOS ANGELES

8 COUNTY SHERIFF'S DEPARTMENT

9 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

10 Dated: December 18, 2023

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12 Maria A. Audero

13 United States Magistrate Judge
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EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____[full name], of _____[address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____[date] in the case of _____[case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____[full name] of _____[address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____